

**A RESOLUTION
BY PUBLIC SAFETY AND
LEGAL ADMINISTRATION COMMITTEE**

03-*R*-0036

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TEMPORARY PROFESSIONAL SERVICES CONTRACT WITH A CERTAIN SWORN CITY EMPLOYEE WHO HAS RETIRED UNDER THE 1998 EARLY RETIREMENT PROGRAM, PURSUANT TO SECTION 3-505(A) OF THE CITY OF ATLANTA CHARTER; TO AUTHORIZE THE CITY ATTORNEY TO ENGAGE THE SERVICES OF SAID RETIREE FOR THE PURPOSE OF PERFORMING INTERNAL INVESTIGATIONS ON BEHALF OF THE CITY OF ATLANTA LAW DEPARTMENT; TO AUTHORIZE EXPENDITURES IN AN AMOUNT NOT TO EXCEED \$58,031 *PER ANNUM* TO BE CHARGED TO AND PAID FROM VARIOUS FUND ACCOUNT AND CENTER NUMBERS; TO RESCIND CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, in 1998 the City of adopted an early retirement incentive Program (the "VIP Program; and

WHEREAS, under the 1998 VIP Program, James L. Palmer retired after a long and distinguished career as a sworn Internal Investigator with the City of Atlanta Law Department and a sworn Investigation Manager with the Office of the Solicitor General, City Court of Atlanta; and

WHEREAS, the City Attorney has determined that there exists an urgent need to perform the Internal Investigatory functions which are mandated by Sections 2-400 and 2-401 of the Code of Ordinances, but for which there is no staff in the Law Department; and

WHEREAS, the City Attorney has determined and certified that this special and particularized service should be filled by a professional service contract with a sworn retiree pursuant to Section 3-505 of the City Charter until such time as the position can be filled by a permanent employee.

THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA hereby resolves as follows:

SECTION 1: The Mayor or her designee is authorized to execute a temporary professional services contract between the City and former sworn Investigation Manager James L. Palmer for a period not to exceed one year, for the purpose of assisting the City Attorney to fulfill the Law Department's responsibility to conduct internal investigations of City departments, bureaus, board, commissions, authorities and agencies.

SECTION 2: The fees for said services, excluding expenses and mileage, shall not exceed Step 10 of Range 22 (\$58,031.00) *per annum* and shall be paid on an hourly reimbursement basis. The contract authorized by this Resolution shall terminate after one year, or upon 30 days notice by either party. The contract authorized by this Resolution shall not include paid vacation or sick leave.

SECTION 3: That the Chief Financial Officer is hereby authorized to remit payment of all fees, expenses and costs due for services rendered by the James L. Palmer in connection with forgoing matters, once approved for payment by the City Attorney, in an amount not to exceed \$58,031.00 *per annum*, from fund account and center numbers 1AO1 529005 H11001; 2JO1 529005 H11001 and 2HO1 529005 H11001 as appropriate.

SECTION 4: The contract authorized by this Resolution, which shall be substantially similar to that attached hereto as Exhibit "A," shall not become binding on the City and the City shall incur no liability there under until such contract has been executed by the Mayor, sealed by the Municipal Clerk and delivered to the contracting party.

SECTION 5: All resolutions and parts of resolutions in conflict herewith are hereby rescinded.

DRAFT

State Of Georgia

County Of Fulton

AGREEMENT FOR INVESTIGATIVE SERVICES

This Agreement, made and entered into this the _____ day of January, 2003, by and between THE CITY OF ATLANTA, a municipal corporation of the State Of Georgia, (hereinafter referred to as the "CITY"), and JAMES L. PALMER (hereinafter referred to as "PALMER.").

W I T T N E S S E T H

WHEREAS, Palmer rendered distinguished service as a sworn Internal Investigator and Investigation Manager in the City of Atlanta Law Department for over 20 years; and

WHEREAS, Palmer retired as the sworn Investigation Manager in the Office of the Solicitor General, City Court of Atlanta under the 1998 VIP Program; and

WHEREAS, the City Attorney has determined that there exists an urgent need to perform the Internal Investigatory functions which are mandated by Sections 2-400 and 2-401 of the Code of Ordinances, but for which there is currently no staff in the Law Department; and

WHEREAS, the City Attorney has determined and now certifies that this special and particularized service should be filled by a professional service contract with a sworn retiree pursuant to Section 3-505 of the City Charter until such time as the position can be filled by a permanent employee; and

WHEREAS, Palmer is qualified, ready, willing, and able to provide such services to the City of Atlanta Law Department under the terms and conditions hereinafter set forth;

WHEREAS, the Mayor is authorized to enter into this Agreement by certain legislation 03-R_____ adopted by Council on _____ and approved by the Mayor on _____, which is attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties hereto do agree as follows:

1.

Palmer agrees to conduct internal investigations of matters within the City Attorney's purview under the Charter and Code of Ordinances of the City of Atlanta in accordance with the highest standards in the profession. Palmer shall assist the City Attorney to fulfill the Law Department's responsibility to conduct internal investigations of City departments, bureaus, board, commissions, authorities and agencies.

2.

During the term of this Agreement Palmer shall report to and be supervised by the City Attorney or the City Attorney's designee; however, as an independent contractor Palmer shall enjoy the right to control the time, manner, and method of the performance of his work.

3.

The City agrees to provide Palmer with the use of office space, furniture, equipment and supplies as needed, as well as office support and clerical assistance during the contract term. The City will reimburse Palmer mileage and out-of-pocket expenses incurred while carrying out the services required hereunder.

4.

In consideration for such internal investigation services, the City agrees to pay Palmer the amount of \$27.90 per hour, excluding travel and mileage expenses, for a period not to exceed one (1) year, commencing January _____, 2003 and ending January _____, 2004, at a cost to the City not to exceed \$58,031.00 which is the annual salary of Step 10 of Grade 22 of the City's pay and classification schedule.

5.

The parties agree that service hereunder shall not constitute re-employment by the City and Palmer shall not acquire any civil service rights,

employee benefits, including paid vacation or sick leave, or any additional pension rights by virtue of this Agreement. The parties further agree that Palmer shall be entitled to continue to receive his regular pension payments, and that he will not be required to make any contribution to the pension fund as a result of this Agreement.

6.

Either party upon thirty (30) days prior written notice to the other may terminate this Agreement.

7.

Compensation to Palmer for services performed under this agreement shall be on a reimbursement basis at the hourly rate, plus mileage and expenses as provided in paragraph three, to be charged to and paid from fund account and center numbers 1AO1 529005 H11001; 2JO1 529005 H11001 and 2HO1 529005 H11001 as appropriate, depending on the subject matter of the investigation. Palmer agrees to keep sufficiently detailed records so as to easily ascertain the appropriate source of payment for all investigatory services performed pursuant to this agreement.

8.

Palmer shall maintain all appropriate licenses and certifications throughout the term of this agreement.

9.

The parties hereto agree that the terms of this Agreement, as contained herein, shall constitute the whole and entire agreement between them. Any changes which may be mutually agreed upon by and between the City and Palmer shall be effective and enforceable only after a written amendment to this Agreement has been duly authorized by Council and executed by both parties.

IN WITNESS WHEREOF, the City of Atlanta, by and through its duly authorized officials, and James L. Palmer have executed this Agreement, attested same, and affixed their respective seals hereunto, as of the day and year first above written.

CONSULTANT

JAMES L. PALMER, CONSULTANT

Sworn to and subscribed before me
this ____ day of January, 2003.

Notary Public

CITY OF ATLANTA

ATTEST:

Municipal Clerk

Shirley Franklin, Mayor

Linda K. DiSantis
City Attorney

Lynette Young
Chief Operating Officer

Richard Anderson
Chief Financial Officer

Adam Smith
Chief Procurement Officer

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